

**CONSTITUTION**  
**of**  
**GOLF QUEENSLAND LIMITED**  
**A COMPANY LIMITED BY GUARANTEE**

1. **NAME**

The name of the Company is Golf Queensland Limited.

2. **INTERPRETATION AND DEFINITIONS**

Headings and bold type are for convenience only and do not affect the interpretation of this document.

Words importing the singular number include the plural; words importing the plural number include the singular and words of any gender include all genders.

A reference to the Law or any other statutes or regulations is to be read as though the words 'as modified or substituted from time to time' were added to the reference.

In this constitution unless it is inconsistent with the subject or context in which it is used:

**Affiliation Fees** are the fees due for a person with a playing right at an Affiliated Golf Club. The Affiliation Fees comprise of:

- a) A Golf Australia component;
- b) A Golf Queensland component; and
- c) A Queensland District Golf Association component.

**Affiliated Golf Club** is a Golf Club which is affiliated with the Company and is a member of a Queensland District Golf Association that is a Member of the Company.

**Affiliated Players** are members of Affiliated Clubs or persons with a Playing Right for whom Affiliation Fees have been paid.

**Appointed Directors** are Directors appointed under **clause 7**.

**ASIC** is the Australian Securities and Investments Commission.

**Australian Handicap** is either an Australian Men's Handicap or an Australian Women's Handicap that may be administered by a Golf Club of a Member, and is owned by Golf Australia.

**Board** is the Directors of the Company.

**Business day** is a day on which banks (as that term is defined in the *Banking Act 1959*) are open for business in Brisbane, Queensland.

**Committee** is a committee to which powers have been delegated by the Board pursuant to **clause 16**.

**Company** is Golf Queensland Limited.

**Constitution** is the constitution of the Company, as amended from time to time.

**Delegate** is a person elected, or deemed to be a Delegate under **clause 6**, of a Member.

**Director** is a person appointed or elected from time to time to the office of Director of the Company in accordance with this Constitution.

**General Meeting** is any meeting of the Members, including an Annual General Meeting, a General Meeting or an Extraordinary General Meeting.

**Law** includes the *Corporations Act 2001* and the *Corporations Regulations 2001* (as defined in the *Corporations Act 1989*).

**Member** is any Queensland District Golf Association which becomes a Member of the Company in accordance with the Law and this Constitution.

**Membership Return** is the number of players or golfing members provided with a playing right by an Affiliated Golf Club.

**Office** is the registered office of the Company.

**Person** and words importing persons include partnerships, associations and corporations, either unincorporated or incorporated by Ordinance, Act of Parliament or registration as well as individuals.

**Playing Right** is where an individual is provided any of the following by an Affiliated Golf Club under a membership offering or a package of benefits to a player:-

- (i) Access to play on the Affiliated Golf Club's course.
- (ii) Access to an Australian Handicap, or any other type of handicap, managed or administered by an Affiliated Golf Club.
- (iii) Provision of a handicap without access to the Affiliated Golf Club's course and/or through a third party connected to the Affiliated Golf Club, such as a social club or a commercial enterprise.

The conditions relating to what is considered 'access to play on an Affiliated Golf Club's course' shall be as set out in a by-law.

**Register** is the Register of Members of the Company established pursuant to the Law.

**Registered address** is:

- the address of a Member specified in the Register; or
- any other address of which the Member notifies the Company as a place at which the Member will accept service of notices.

**Seal** is the common seal, if any, of the Company.

**Secretary** is a person appointed as Secretary of the Company and includes any person appointed to perform the duties of secretary.

**Writing** and **Written** includes printing, typing, lithography and other modes of reproducing words in a visible form.

### 3. OBJECTIVES AND POWERS

#### 3.1 Objectives of the Company

The objectives for which the Company is established are to:

- 3.1.1 be the Queensland sporting organisation overseeing amateur golf in the State.

- 3.1.2 affiliate with Golf Australia (or other relevant national bodies) and carry out the policies of such body or bodies in respect of uniform standards for the administration and playing of the game of golf.
- 3.1.3 represent its Members and Affiliated Golf Clubs in interactions with other bodies. These include, without limitation, other golfing associations or bodies, governments and governmental or semi-governmental bodies or authorities, and other organisations with a common or related interest in club administration and/or the game of golf.
- 3.1.4 promote and foster the game of golf and preserve its traditions.
- 3.1.5 encourage golfers to develop golfing talent and to realise their potential and athletic abilities.
- 3.1.6 seek and obtain improved facilities for the enjoyment of golf.
- 3.1.7 ensure that environmental considerations are taken into account in all golf and related activities conducted by the Company.
- 3.1.8 promote health and safety in golf.
- 3.1.9 formulate and implement appropriate policies regarding any matters that arise from time to time, as issues to be addressed in golf.
- 3.1.10 administer the rules of the game and decide upon questions concerning the interpretation of the rules.
- 3.1.11 act as the Delegate of Golf Australia in the administration, interpretation and enforcement of the Rules of Golf and the Rules of Amateur Status as approved by the Royal & Ancient Club.
- 3.1.12 adjudicate upon disputes referred by a Member or an Affiliated Golf Club affiliated with a Member.
- 3.1.13 support the disaffiliation of any Affiliated Golf Club which has not paid its Affiliation Fees by the due date.
- 3.1.14 schedule, promote and manage State golf championship events and such other golf tournaments as the Board determines.
- 3.1.15 control and manage Queensland's representative teams.
- 3.1.16 do all other things that are incidental or conducive to the above objectives or which the Company decides by ordinary resolution are appropriate.

### **3.2 Powers of the Company**

The Company has all the powers of an individual.

## 4. **NON-PROFIT NATURE OF THE COMPANY**

### 4.1 **Non-profit**

4.1.1 The income, property, profits and financial surplus of the Company, whenever derived, must be applied solely towards the promotion of the objectives of the Company as set out in this Constitution.

4.1.2 The Company is a non-profit organisation and no portion of its income, property, profits or financial surplus may be paid, distributed to or transferred, directly, indirectly, by way of dividend, property, bonus or otherwise by way of profit, to any person.

4.1.3 Nothing in this Constitution prevents the payment:

4.1.3.1 in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any Member or Director of the Company, in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual course of business.

4.1.3.2 of interest at a rate not exceeding interest at the rate for the time being charged by the Company's bankers for overdrawn accounts on money borrowed from a Member.

4.1.3.3 of reasonable and proper rent for premises let by any Member to the Company.

4.1.3.4 of grants to Members to be applied in activity consistent with, or for implementation of, the Company's objectives.

### 4.2 **No distribution of profits to Members on winding up**

Property remaining after the winding-up or dissolution of the Company and settlement of all its debts and liabilities may not be paid to nor distributed among the Members. It must be given or transferred to another fund, authority or institution, which is to be determined by the Members of the Company at or before the time of the dissolution and which has objectives similar to the objectives of the Company and whose Constitution prohibits the distribution of its or their income and property among its or their members.

### 4.3 **Limited liability on winding up**

Each Member of the Company shall undertake to contribute to the assets of the Company in the event of its being wound up. Such contribution shall not exceed \$2.

## 5. **MEMBERSHIP**

### 5.1 **Members of the Company.**

The Members of the Company are the Queensland District Golf Associations listed in the Company's Register.

### 5.2 **Voting rights of Members**

5.2.1 Each Member is entitled to one vote for each 2000 (or part thereof) Affiliated Players up to a maximum of four votes.

5.3 This section is deliberately left blank.

5.4 **Golf Club Affiliation**

5.4.1 A golf club is an Affiliated Golf Club if it:

- a) is a member of a Queensland District Golf Association that is listed in the Company's Register; and
- b) meets criteria as determined by the Board in a by-law.

5.4.2 To become an Affiliated Golf Club, a golf club must lodge an application form with the Board of the Company.

5.4.3 Once the application has been received, the Board of the Company will decide the District that the Affiliated Golf Club is to be a member of. The Board will take into consideration:

- a) The geographic location of the Affiliated Golf Club;
- b) The views of the Affiliated Golf Club; and
- c) The views of the Districts involved.

The decision of the Company is final.

5.4.4 If the Affiliated Golf Club does not follow the decision of the Company the Affiliated Golf Club will not be considered an Affiliated Golf Club under the constitution and will not receive the Company services

5.4.5 A District who has admitted an Affiliated Golf Club as a member of that District which is contrary to the decision of the Company, shall have its membership suspended until such time as the Affiliated Golf Club is no longer in contravention of the decision of the Company. The District shall not be entitled to any hearing on this matter or any natural justice as the Company and the District agree that compliance with these obligations is a fundamental requirement of membership of the Company.

5.4.6 An Affiliated Golf Club is bound by the provisions of the Golf Queensland Constitution and By-Laws.

5.4.7 Each Affiliated Golf Club must submit an annual Membership Return to the Company no later than 31<sup>st</sup> January in each year unless otherwise agreed by the Board.

5.4.8 Following receipt of the Membership Return, the Company will provide an invoice to each Affiliated Golf Club for the annual Affiliation Fees. The Affiliation Fees must be paid no later than 31<sup>st</sup> March in each year unless otherwise agreed by the Board.

5.4.9 A Member may, if it so desires, collect the Queensland District Golf Association component of Affiliation Fees directly from an Affiliated Golf Club at a time and manner of their choosing.

5.4.10 If the Company collects the Queensland District Golf Association component of Affiliation Fees, all monies collected by 31<sup>st</sup> March will be paid to the Member by 30<sup>th</sup> April. In the event of payment of Affiliation Fees by the Affiliated Club after 31<sup>st</sup> March, such monies will be paid to the Member within 30 days of collection.

5.4.11 The Company may undertake an audit of an Affiliated Golf Club's membership numbers if it believes it has provided incorrect information on its annual Membership Return. Any shortfall in Affiliation Fees must be paid by the Affiliated Golf Club to the Company within 30 days of receipt of an invoice.

5.4.12 If Affiliation Fees are not paid by the due date, or the Affiliated Golf Club no longer meets the requirements of section 5.4.1, the Board may:

- a) suspend services to the Affiliated Golf Club; and/or
- b) suspend or terminate the affiliation of the Affiliated Golf Club.

## **5.5 An Affiliated Golf Club wishing to change Districts**

5.5.1 If an Affiliated Golf Club wishes to change its membership from one District to another District, it must make a written application to the Company.

5.5.2 Once the application has been received, the Board of the Company will decide the District that the Affiliated Golf Club is to be a member of. The Board will take into consideration:

- The geographic location of the Affiliated Golf Club;
- The views of the Affiliated Golf Club and the reasons why it wishes to change districts; and
- The views of the districts involved.

5.5.3 The decision of the Company is final.

5.5.4 If the Affiliated Golf Club does not follow the decision of the Company:

- The Affiliated Golf Club will not be considered an Affiliated Golf Club under the constitution and will not receive the Company services.

5.5.5 A District who has admitted a Affiliated Golf Club as a member of that District which is contrary to the decision of the Company, shall have its membership suspended until such time as the Affiliated Golf Club is no longer in contravention of the decision of the Company. The District shall not be entitled to any hearing on this matter or any natural justice as the Company and the District agree that compliance with these obligations is a fundamental requirement of membership of the Company.

## **5.6 Amalgamation of Districts**

5.6.1 If two or more Districts wish to amalgamate into one new entity, they must make written application to the Company.

5.6.2 Once the application has been received, the Board of the Company will decide whether it approves the amalgamation. The Board will take into consideration:

- The views of the Districts wishing to amalgamate;
- The views of all Districts in Queensland.

5.6.3 The decision of the Company is final.

5.6.4 Upon amalgamation of two or more Districts, the new entity (if any) will become a member of the Company.

## 5.7 **De-amalgamation of Districts**

5.7.1 If an existing District wishes to de-amalgamate into two or more smaller districts, it must make a written application to the Company. The application to de-amalgamate must contain an application for membership from the new entities.

5.7.2 Once the application has been received, the Board of the Company will decide whether it approves the de-amalgamation. The Board will take into consideration:

- The views of the District wishing to de-amalgamate; and
- The views of all Districts in Queensland.

5.7.3 The decision of the Company is final.

5.7.4 If a District does not follow the decision of The Company the new de-amalgamated districts will not be members of The Company until they re-amalgamate.

## 5.8 **Obligations of Members**

Each Member must:

5.8.1 be a company or an incorporated association.

5.8.2 do all that is reasonably necessary to support the objectives of the Company (and adopt clauses which reflect and which are, to the extent permitted or required by Law, generally in conformity with these clauses).

5.8.3 do all that is reasonably necessary to enable the objectives of the Company to be achieved.

5.8.4 act in good faith to maintain and enhance the Company, the game of golf, its standards, quality and reputation.

5.8.5 operate and promote mutual trust and confidence between the Company and its Members in pursuit of the Company's objectives at all times.

5.8.6 refrain from undertaking any act or action which might adversely affect or diminish the standards, quality and reputation of the game of golf and its maintenance and enhancements.

5.8.7 make full and proper disclosure to the Company of all matters of importance to the Company and the game of golf.

5.8.8 permit the Company to act to assist a Member which is experiencing administrative, operational or financial difficulties, in whatever manner and on such conditions as the Board considers appropriate.

## 5.9 **Member Constitutions and Clauses**

Each Member must take all necessary steps to ensure its Constitution is not in conflict with the provisions of this Constitution.

#### 5.10 **Register of Members**

Each Member must maintain a Register of all Affiliated Golf Clubs in its District and advise the Company of any changes to its Register.

### 6. **DELEGATES**

#### 6.1 **One Delegate per Member**

Each Member shall appoint a Delegate to represent it at General Meetings of the Company.

#### 6.2 **Representation by Delegates**

Delegates will be deemed to represent the Member which appointed them.

#### 6.3 **Delegates of New Body after amalgamation**

If two (2) or more Members amalgamate, thereafter the New Body is known as the Member and it must appoint a new Delegate. The original Delegates of the amalgamated Members cease to have any powers.

#### 6.4 **Member can remove and replace**

The right to appoint a Delegate includes a right to remove and replace a Delegate.

#### 6.5 **When appointment takes effect**

A person will be deemed to be appointed, removed or replaced as a Delegate from the time a written notice to that effect from the Member concerned is received at the Registered Office.

#### 6.6 **Revocation of Delegate's Appointment**

6.6.1 If a Delegate is convicted of an indictable offence or conducts himself in a manner considered to be injurious to the interests of the Company, the Board may recommend to the Member that his appointment be revoked.

6.6.2 Written notice of such recommendation shall immediately be given to the Delegate and the Member by the Secretary setting out the reasons for the recommendation.

6.6.3 A Delegate who is subject to a revocation recommendation may appeal against such a decision in writing to the Member, within thirty (30) days of the date of the notice thereof.

6.6.4 The Member must consider the matter within sixty (60) days of the date of the notice of the recommended revocation and immediately advise the Company of its decision.

### 7. **DIRECTORS**

#### 7.1 **Number of Directors**

7.1.1 Subject to subsequent provisions of this **clause 7**, the Board will consist of eight Directors.

7.1.2 Two Directors will be appointed by the Board and each will have a term of two years.



7.1.3 Six Directors will be elected by the Delegates to serve for a period of two years unless otherwise determined by the Board. Of the six elected Directors, there must be a minimum of two persons of each gender, except where there are fewer candidates of a particular gender who are prepared to act.

## 7.2 **Qualification to be a Director**

7.2.1 A person need not be a member of an Affiliated Golf Club, or play golf to be an Elected or Appointed Director.

7.2.2 A person who holds a position as a Delegate, or an Executive or a Member of a Management Committee of a Member, must resign from these offices on becoming a Director of the Company.

## 7.3 **Director's Term of Office**

Subject to **clauses 7.4 and 7.5** the term of office of Elected Directors will commence at the end of the Annual General Meeting at which they are elected and conclude at the end of the Annual General Meeting held in the year their term expires. For Appointed Directors their term will commence at the date they are appointed and conclude two years after that date.

## 7.4 **Maximum Term**

7.4.1 Subject to 7.4.2, the Maximum Term for a Director is three consecutive two year terms, not including any period filling a casual vacancy or terms or part terms. For the avoidance of doubt this clause applies to terms for which Directors are appointed or elected after the date of insertion of this clause.

7.4.2 A Director who will have served a maximum term may with the consent of the Board seek a further term of two years. The Board shall have regard to the special skills and circumstances of the Director and the needs of the Company at that time.

7.4.3 A Director who has served a Maximum Term must have 2 years not as a Director before they can seek re-election or reappointment as a Director.

7.4.4 The provisions of this clause 7.4 only applies to terms which commence after the date on which this clause 7.4 has been added to this Constitution.

7.4 A.1 In the calendar year that the financial year of the Company is changed from ending on 31 December to ending on 30 June, there will be a requirement to hold an Annual General Meeting of the Company post 30 June by November of that year.

7.4 A.2 At the first Annual General Meeting held in 2022, the Directors shall be elected until the Annual General Meeting to be held in 2024. No elections of directors shall occur at the Annual General Meeting referred to in clause 7.4A.1.

7.4 A.3 Those directors elected at the Annual General Meeting in 2021 shall have their two year term extended and shall hold office until the Annual General Meeting to be held in 2023.

7.4 A.4 The maximum term of the directors elected in 2021 and 2022 shall have no regard for the additional period caused by the change of the timing

of the Annual General Meeting caused by the change in the financial year

7.4 A.5 For the avoidance of doubt:

- (a) Those directors elected in 2021 shall be deemed for the purpose of the maximum term to serve a two year term.
- (b) Those directors elected in 2022 shall be deemed for the purpose of the maximum term to serve a two year term.

7.4 A.6 The provisions of this clause 7.4A shall apply to any person filling a casual vacancy created by any of the directors elected in 2021 or 2022."

## 7.5 **Nominations for election as Director**

7.5.1 Nominations for the election of Directors shall be called at least sixty (60) days before the Annual General Meeting of the Company.

7.5.2 A nomination of a person for election as a Director must be in writing and received at the Company's Office at least thirty-five (35) days prior to the time and date of the Annual General Meeting. A nomination must be made by either a Member or by an Affiliated Golf Club of a Member. A nomination must be in writing, must be signed by two members of the Executive Committee of a Member or an Affiliated Golf Club and must include the nominee's consent.

## 7.6 **Resignation**

7.6.1 Any Director may resign at any time from membership of the Board by notice in writing delivered to the Secretary.

7.6.2 The resignation only takes effect at the time when such notice is received by the Secretary, unless some later date is specified in the notice, in which case it will take effect on the later date.

## 7.7 **Removal**

7.7.1 Director may be removed from office by special resolution of Members at a General Meeting convened for that purpose.

7.7.2 At any such General Meeting the Director must be given the opportunity to fully present his case either orally or in writing or partly by either or both of these means.

## 7.8 **Disqualification**

The office of a Director is vacated upon the Director:

- becoming an insolvent under administration, suspending payment generally to creditors or compounding with or assigning the Director's estate for the benefit of creditors
- becoming a person of unsound mind or a person who is a patient under laws relating to mental health or whose estate is administered under laws relating to mental health
- being absent from three consecutive Board meetings without leave of absence from the Board
- resigning office by notice in writing to the Company
- being removed from office pursuant to the Law; or

- being prohibited from being a Director by reason of the operation of the Law.

#### 7.9 **Casual vacancy of an Elected Director**

The Board may at any time appoint a person to be a Director to fill a casual vacancy created by the resignation, death or removal of an Elected Director. Any Director so appointed to fill a casual vacancy will hold office for the balance of the term of the person creating the casual vacancy and shall be eligible for nomination for election at that Annual General Meeting.

#### 7.10 **Directors who are employees of the Company.**

An employee of the Company who becomes a Director must resign from his position with the Company immediately upon his election or appointment.

### 8. **CEASING TO BECOME A MEMBER---RESIGNATION/EXPULSION/DISBANDING**

#### 8.1 **Resignation**

A Member which has paid all fees due to the Company may resign from membership by giving not less than one (1) month's written notice to the Company.

#### 8.2 **Termination/expulsion**

The Company may, by special resolution at a General Meeting called for the purpose, terminate a Member's membership of the Company if it:

- fails to comply with this constitution in a material respect.
- fails to properly exercise powers delegated to it by the Company.
- fails to comply with directions of the Company in relation to the affiliation of Golf Clubs.

#### 8.2 **Member representation**

At such a meeting, the Delegate of the Member is entitled to represent the Member.

#### 8.3 **Notice of termination**

If a Member's membership is terminated under **clause Error! Reference source not found.**, the Secretary must immediately notify the Member in writing.

### 9. **FINANCIAL RECORDS**

#### 9.1 **The keeping of financial records**

9.1.1 The financial year of the Company commences on 1 July and ends on 30 June.

9.1.2 Proper books and financial records must be kept showing the financial affairs of the Company.

9.1.3 The Company must ensure the relevant accounting and auditing requirements of the Law are duly complied with.

9.1.4 The Board must distribute to all Members at the end of each financial year, copies of the financial report including a copy of the auditor's report and any other documentation, in the form required or permitted under the Law.

9.1.5 The Board must cause to be made out and laid before each Annual General Meeting a balance sheet, profit and loss statement and cash flow statement made up to a date not more than six months before the date of the meeting.

## 9.2 **Banking of money**

All monies of the Company must be banked in the name of the Company in a bank account at such bank as the Board directs.

## 9.3 **Appointment of auditor**

The Company must appoint and retain a properly qualified auditor whose duties are determined in accordance with the Law. Neither the Secretary nor a Delegate nor a Director, may act as auditor of the Company.

## 9.4 **Inspection of records of the Company**

9.4 No person other than a Director or a Member has the right to inspect any document of the Company except as provided by the Law, or as authorised by the Board.

9.5 The Board may, at its sole discretion, determine whether and to what extent, and at what time and place and under what conditions any of the financial records and other documents of the Company will be open to the inspection of persons other than the Board.

# 10. **MEETINGS**

## 10.1 **Proceedings of all meetings**

10.1.1 Except as provided for elsewhere in these clauses, General Meetings of the Company may be called and held at the times and places and in the manner determined by the Board, but at least twice each year.

10.1.2 The Chair, shall preside at all General Meetings. In the absence of the Chair, Delegates present and eligible to vote shall elect one of them to preside.

10.1.3 Should the Chair consider it necessary or desirable for the proper and orderly conduct of the meeting he may demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members present.

10.1.4 The Chair may require the adoption of any procedure which is in the Chairman's opinion necessary or desirable for the proper and orderly casting or recording of votes at any General Meeting of the Company, whether on a show of hands or on a secret ballot.

10.1.5 Except as provided by the Law and by this Constitution the conduct of each General Meeting of the Company and the procedures to be adopted at the meeting are as determined by the Chair.

- 10.1.6 A General Meeting (other than an Extraordinary General Meeting) may be postponed by the Board for a period of not longer than thirty (30) days before the date on which it was to have been held.
- 10.1.7 The Chair of a General Meeting may refuse admission to, or require to leave and remain out of the meeting, any person:
- a) in possession of a pictorial recording or sound recording device
  - b) in possession of a placard or banner
  - c) in possession of an object considered by the Chair to be dangerous, offensive or liable to cause disruption
  - d) who refuses to produce or to permit examination of any object, or the contents of any object or container, in the person's possession
  - e) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
  - f) who is not a Delegate, a proxy; a Director; or the auditor of the Company.
- 10.1.8 A person, whether or not a Delegate, who is requested by the Board or the Chair to attend a General Meeting, is entitled to be present.
- 10.1.9 The **quorum** for any General Meeting shall be fifty (50) percent plus one (1) of the Delegates eligible to vote.
- 10.1.10 If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting, if it is:
- a) an Extraordinary General Meeting or a General Meeting shall be dissolved.
  - b) an Annual General Meeting, shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board by notice to the Members determines. If at such adjourned meeting a quorum is not present and, notwithstanding **clause 10.1.9**, the meeting will proceed and all business transacted as if a quorum is present.
- 10.1.11 The Chair of a General Meeting may, with the consent of the meeting, adjourn the meeting to another place and time, but no business shall be transacted at any adjourned meeting other than the business left unfinished from the meeting from which the adjournment took place. A resolution passed at any adjourned meeting shall, for all purposes, be treated as having been passed on the date when it was in fact passed and shall not be deemed to have been passed on any earlier date.
- 10.1.12 Prior to any Annual General Meeting the Secretary will identify three persons who will be attending the meeting and who are willing to act as scrutineers if required. The Chair will announce the names of the scrutineers at the commencement of the meeting.

## 10.2 **Notice of general meeting**

- 10.2.1 Except as provided for in **clauses 11 and 12**, the notice for an Annual General Meeting must be given at the same time as the call for Nominations for the election as a Director is issued (at least 60 days before the date of the Annual General Meeting), and for a General Meeting in the form and in a manner that the Board thinks fit.

- 10.2.2 The Annual General Meeting of the Company shall be held within five months of the end of the financial year of the Company on a suitable date determined by the Board. At least sixty (60) clear days' notice of such meeting shall be given specifying the place, the day and the hour of the meeting. All Meeting Papers, Notices of Motion, the Company's Annual Report and details relating to nominations for vacant positions on the Board shall be given by the Secretary in writing to all Member's Delegates at least twenty-one (21) days prior to the date of the Annual General Meeting.
- 10.2.3 The notice for second General Meeting to be held each year pursuant to clause 10.1.1 shall be at least 21 clear days notice of such meeting specifying the agenda for that meeting.
- 10.2.4 Notices of Motion for any Annual General Meeting or General Meeting must be received by the Secretary no later than twenty-eight (28) days before the advertised date of the meeting and shall be distributed to the Delegates at least twenty-one (21) days prior to the scheduled date of the meeting.
- 10.2.5 Notice of meetings shall be given to Members and to such persons as are entitled under these Clauses or the Law to receive notice.
- 10.2.6 The non-receipt of a notice of any General Meeting by, or the accidental omission to give notice to, any Member or person entitled to notice does not invalidate any resolution passed at that meeting.
- 10.2.7 If the meeting is to be held at two or more places the notice is to set out details of the technology that will be used to facilitate such a meeting and any other matters required to be stated by the Law in relation to the use of such technology.

### 10.3 **Adjournment**

- 10.3.1 The Chair may at any time during the course of a meeting adjourn, to another time and/or place, any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion.
- 10.3.2 If the Chair exercises a right of adjournment of a meeting pursuant to this clause, the Chair has the sole discretion to decide whether to seek the approval of the Members present to the adjournment and, unless the Chair exercises that discretion, no vote may be taken by the Members present in respect of the adjournment.
- 10.3.3 No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

### 10.4 **Voting**

- 10.4.1 Each motion submitted to a General Meeting is to be decided by a show of hands of the Delegates present unless a secret ballot is demanded.
- 10.4.2 The Chair and Directors have no entitlement to vote.
- 10.4.3 Except as otherwise provided in these Clauses, where the votes for and against a motion are equal the motion is lost.

10.4.4 Unless otherwise stipulated, all motions are deemed to be resolved in the affirmative by a simple majority of votes from those eligible to vote at any meeting.

#### 10.5 **Declaration of vote on a show of hands - when secret ballot demanded**

10.5.1 At any meeting, a declaration by the Chair that a resolution has been passed or lost, and an entry to that effect has been recorded in the book kept of the proceedings of the Company and signed by the Chair of that or the next succeeding meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

10.5.2 A secret ballot must be demanded:

- a) before a vote is taken
- b) before the voting results on a show of hands are declared, or
- c) immediately after the voting results on a show of hands are declared.

10.5.3 A secret ballot may be demanded by:

- a) the Chair
- b) at least two Delegates present and entitled to vote on the resolution.

10.5.4 A secret ballot may not be demanded on the election of a Chair of a meeting.

#### 10.6 **Taking a secret ballot**

10.6.1 If a secret ballot is demanded the result of the secret ballot is deemed to be the resolution of the meeting at which the secret ballot was demanded.

10.6.2 The demand for a secret ballot may not be withdrawn.

10.6.3 In the case of any dispute as to the admission or rejection of a vote, the Chair's determination in respect of the dispute made in good faith is final.

#### 10.7 **Continuation of business**

10.7.1 A demand for a secret ballot does not prevent the continuance of a meeting for the transaction of any business other than the question on which a secret ballot has been demanded.

10.7.2 A secret ballot demanded on any question of adjournment is to be taken at the meeting immediately and without adjournment.

### 11. **ANNUAL GENERAL MEETING**

#### 11.2 **Business**

11.2.1 The business of an Annual General Meeting is to:

- (a) to confirm the Minutes of the previous Annual General Meeting and any intervening General Meetings and discuss any business arising from these
- (b) receive and consider the financial and other reports required by the Law to be laid before each Annual General Meeting

- (c) elect directors
  - (d) when relevant, appoint an auditor
  - (e) consider motions where prior notice has been given
  - (f) transact any other business specified in the notice of the meeting;  
and
  - (g) consider any other business that may be properly brought forward.
- 11.2.2 The auditor or auditor's representative(s) is entitled to attend and be heard on any part of the business of a meeting which concerns the auditor.
- 11.2.3 The auditor (or representatives), if present at the meeting, may be questioned by the Members, as a whole, about the audit.
- 11.2.4 No business may be transacted at any Annual General Meeting except the election of a Chair and the adjournment of the meeting unless the requisite quorum is present at the commencement of the item of business.
- 11.2.5 Motions for consideration at an Annual General Meeting or a General Meeting may be moved and seconded by Elected Directors of the Company where notice has been properly given and included in the business of the meeting.

## 12. EXTRAORDINARY GENERAL MEETING

### 12.1 Notification

- 12.1.1 An Extraordinary General Meeting may be called at any time as follows:
- a) by direction of the Board; or
  - b) by requisition to the Secretary, signed by not less than five Members. Such requisition is to state the reason for calling such a meeting. Upon receipt of any such requisition the Secretary shall convene an Extraordinary General Meeting within twenty-eight (28) days from the date the requisition was received.
- 12.1.2 At least twenty-one (21) days notice of an Extraordinary General Meeting, stating a time and place of the meeting, shall be given in the manner provided in these Clauses to Members entitled to vote. The inadvertent omission to give such notice to, or the non receipt of such notice, shall not invalidate the proceedings of any such Extraordinary General Meeting.

### 12.2 Business.

No business other than that for which the meeting was called shall be transacted at such an Extraordinary General Meeting.

## 13. VOTES OF MEMBERS

### 13.1 Voting rights

The entitlement of Members to vote (by their Delegates or proxies) on a show of hands or a secret ballot is as set out in **clause 5**.



## 13.2 **Appointment of proxies**

- 13.2.1 Any Member entitled to vote at a General Meeting may appoint one proxy.
- 13.2.2 A proxy may be any person.
- 13.2.3 The instrument appointing a proxy (or the power of attorney), must be approved by the Board. A properly completed proxy form must be received by the Company's Secretary at least forty-eight (48) hours (or any lesser period the Board determines and stipulates in the notice of meeting) before the time for holding the first meeting or adjourned meeting or secret ballot at which the person named in the instrument proposes to vote.
- 13.2.4 A proxy is valid for the business of the meeting for which it was given.
- 13.2.5 The Secretary will maintain a register of proxies.

## 13.3 **Form and execution of instrument of proxy**

- 13.3.1 The instrument of proxy is deemed to include the right to demand or join in demanding a secret ballot and (except to the extent to which the proxy is specifically directed to vote for or against any proposal) the power to act generally at the meeting for the Member giving the proxy.
- 13.3.2 An instrument appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting, as well as for the meeting to which it relates.
- 13.3.3 Any duly signed proxy which is incomplete may be completed by the Secretary on authority from the Board and as permitted by the Law and the Board may authorise completion of the proxy by the insertion of the name of any person as the person in whose favour the proxy is given.

## 13.4 **Board to issue proxy forms**

- 13.4.1 The Board may issue proxy forms for use by Members with any notice of a General Meeting of Members.
- 13.4.2 Each form is to make provision for the Member to write in the name of the person to be appointed as proxy and may provide that, if the Member does not so write in a name, the proxy is to be a person named on the form.
- 13.4.3 The form may include the names of any of the Directors or of any other person as a suggested proxy.
- 13.4.4 No person may hold more than one proxy.

## 13.5 **Validity of votes**

- 13.5.1 A proxy is not revoked by the Delegate attending and taking part in the meeting.
- 13.5.2 A cast vote can only be made by a Delegate in person, by proxy, or by electronic means received by the Secretary at least twenty four (24) hours before the meeting at which the motion is to be considered.

## 14. CHAIR

### 14.1 Appointment to office

14.1.1 The Chair is elected by the Board from the Directors at the first meeting of the Board after any Annual General Meeting.

14.1.2 The Chair continues to hold office until the earlier of:

- his resignation from that office in accordance with **clause 14.2**
- his removal from that office in accordance with **clause 14.3**
- the date of the first meeting of the Board after the first anniversary of his election to that office.

### 14.2 Resignation

The Chair may resign from office at any time by notice in writing delivered to the Secretary.

### 14.3 Removal from office

The Board has the sole power at any time to remove the Chair from office and to elect a replacement.

## 15. PROCEEDINGS OF THE BOARD

### 15.1 Procedures relating to Board meetings

15.1.1 The Board may meet together, upon each Director being given reasonable notice for the dispatch of business, and adjourn and otherwise regulate its meetings as it thinks fit.

15.1.2 Until otherwise determined by the Board, a simple majority of Directors in office forms a quorum.

15.1.3 Notice is deemed to have been given to a Director, and all Directors are deemed to have consented to the method of giving notice, if notice is sent in writing to the usual address of the Director or to any other address given to the Secretary by the Director.

15.1.4 Should the total number of Directors become less than four, those remaining shall call an Extraordinary General Meeting for the purpose of electing and/or appointing replacement Board Directors.

### 15.2 Meetings by telephone or other means of communication

15.2.1 The Board may meet either in person or by other means of communication consented to by all Directors, subject to the right of a Director to withdraw his or her consent within a reasonable period before a meeting.

15.2.2 A meeting conducted by telephone or other means of communication is deemed to be held at the place agreed upon by the Directors attending the meeting, provided that at least one of the Directors present at the meeting is at that place for the duration of the meeting.

### 15.3 Votes at meetings

Questions arising at any meeting of the Board are decided by a majority of votes. The Chair of the meeting will, in addition to his deliberative vote, have a second or casting vote in the event of an equality of votes, but where a

substantive status quo exists, the casting vote must be in favour of the status quo.

#### 15.4 **Convening of meetings**

A meeting of the Board may be convened at any time by the Chair or by the Secretary upon request of any three Directors.

#### 15.5 **Chair**

15.5.1 The Chair shall preside at every Board meeting.

15.5.2 If at any Board meeting the Chair is

- not present at the specified time for holding the meeting, or
- present but is unwilling to act as Chair of the meeting,

the Directors present may choose another Director to act as Chair of the meeting.

#### 15.6 **Powers of meetings**

A meeting of the Board, or any adjournment of a meeting at which a quorum is present, is competent to exercise any of the authorities, powers and discretions for the time being vested in or exercisable by the Board.

#### 15.7 **Delegation of powers to Committees**

15.7.1 Subject to the constraints imposed by Law, the Board may delegate any of its powers to Committees consisting of one or more Directors or any other persons the Board thinks fit.

15.7.2 Any Committee formed, or person or persons appointed to a Committee, must, in the exercise of the powers delegated, conform to any regulations that may from time to time be imposed by the Board.

#### 15.8 **Proceedings of Committees**

15.8.1 The meetings and proceedings of any Committee are to be governed by the provisions of these clauses for regulating the meetings and proceedings of the Board, so far as they are applicable and are not superseded by any regulations made by the Board under **clause 15.7**.

15.8.2 A Committee in the exercise of the duties delegated or assigned to it must conform to any regulations, directions or instructions that may be imposed or given by the Board.

15.8.3 A Committee appointed by the Board will be under the control and direction of the Board and has no direct part or power in the management of the Company.

#### 15.9 **Validity of acts**

All acts done at any meeting of the Board or by a Committee or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of the Directors or the Committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been duly appointed and was qualified and continued to be a Director or a member of the Committee (as the case may be).

**15.10 Resolution in writing**

- 15.10.1 A resolution in writing of which notice has been given to all Directors and which is signed by all of them entitled to vote on the resolution, is as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted.
- 15.10.2 A resolution in writing may consist of several documents in the same form each signed by one or more of the Directors.
- 15.10.3 A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with his authority, is deemed to be a document in writing signed by that Director.

**16. POWERS OF THE BOARD**

**16.1 General Powers of the Board**

- 16.1.1 The management and control of the business and affairs of the Company are vested in the Board.
- 16.1.2 The Board shall set Affiliation Fees for the members of Affiliated Golf Clubs who are required to pay such fees. Members shall be notified of the applicable Affiliation Fees not less than twelve (12) months in advance of the year in which the subject fees are payable. Affiliation Fees may not be increased by more than five (5) percent, or the applicable Cost Price Index (CPI) (whichever is the greater) in any one year without the approval of the Members. The relevant CPI is the Consumer Price Index All Groups for Brisbane, last published as at 30 June of the relevant year.

**16.2 Directors may contract with Company**

- 16.2.1 A Director is not disqualified by the office of Director from contracting or entering into any arrangement with the Company or any other person either as vendor, purchaser or otherwise. No contract or arrangement entered into with the Company or any other person by a Director or any contract or arrangement entered into by or on behalf of the Company or any other person in which a Director is in any way interested may be avoided for that reason.
- 16.2.2 A Director is not liable to account to the Company for any profit realised by any contract or arrangement with the Company.
- 16.2.3 No Director may vote in respect of any contract or arrangement in which the Director has directly or indirectly any material personal interest.
- 16.2.4 A Director who is interested in any contract or arrangement may, notwithstanding the interest, attest the affixing of the seal to, or otherwise execute any document evidencing or otherwise connected with the contract or arrangement.

**17. COMPANY SECRETARY**

The Secretary shall hold office on such terms and conditions as the Board determines.

## 18. **COMPANY SEAL AND EXECUTION OF DOCUMENTS**

### 18.1 **Company Seal**

The Company may (but need not) have a Seal. The Board is to provide for the safe custody of such a Seal and it may only be used by the authority of the Board.

### 18.2 **Execution with a seal**

18.2.1 Every instrument to which the Seal is affixed is to be signed by a Director and countersigned by the Secretary or by a second Director or by another person appointed by the Board for the purpose; and

18.2.2 The Board may determine either generally or in any particular case that a signature may be affixed by a mechanical means specified in the determination.

### 18.3 **Execution without a Seal**

The Company may execute a document, including a deed, by having the document signed by either two Directors or a Director and the Secretary.

## 19. **MINUTES**

### 19.1 **Contents of minutes**

The Board must ensure that Minutes of each Annual General Meeting and General Meeting of the Company, meetings of the Board and Committee meetings are duly recorded in a way the Board thinks fit. The minutes must include:

- the names of the Directors and/or other persons present at the meeting; and
- details of all resolutions passed at, and proceedings of, the meeting.

### 19.2 **Signing of minutes**

The Minutes of any meeting of the Board or of any Committee or of the Company, if purporting to be signed by the Chair of the meeting or by the Chair of the next succeeding meeting, are prima facie evidence of the matters stated in the minutes.

## 20. **NOTICES**

### 20.1 **Service of notices**

20.1.1 A notice may be given by the Company to a Member:

- personally, by delivering it to the Member's Registered address; or
- by sending it by prepaid post or facsimile transmission addressed to the Member's Registered address; or
- by sending it to the electronic address nominated by the Member.

20.1.2 All notices sent by prepaid post to persons whose Registered address is not in Australia may be sent by airmail or some other way intended to ensure that it will be received quickly.

## 20.2 **When notice deemed to be served**

20.2.1 Any notice sent by post is deemed to have been served at the expiration of seventy-two (72) hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted.

20.2.2 Any notice served on a Member or left at the Member's registered address is deemed to have been served when delivered.

20.2.3 Any notice served on a Member by facsimile transmission is deemed to have been served when the transmission is sent.

20.2.4 A facsimile is deemed to be duly sent when the Company's facsimile system generates a message confirming successful transmission of the total number of pages of the notice to the addressee.

20.2.5 Any notice served on a Member by electronic means is deemed to have been served when the electronic message is sent.

## 20.3 **Member not known at registered address**

Where a Member does not have a Registered address or where the Company has bona fide reason to believe that a Member is not known at the Member's Registered address, all future notices are deemed to be given to the Member if the notice is exhibited in the Office for a period of seventy-two (72) hours (and is deemed to be duly served at the commencement of that period) unless and until the Member informs the Company of a Registered address.

## 20.4 **Reckoning of period of notice**

Where a given number of days' notice or notice extending over any other period is required to be given, the day of service is not to be reckoned in the number of days or other period.

## 20.5 **Persons entitled to notice of general meeting**

20.5.1 Notice of every General Meeting is to be sent to:

- each Member which is entitled to vote at General Meetings of the Company
- each Delegate
- each Director; and
- the auditor for the time being of the Company.

20.5.2 No other person is entitled to receive notices of General Meetings.

## 20.6 **Notification of change of address**

Every Member must notify the Company of any change of address, and any such new address must be entered in the Register as required to be kept by the Law and upon being so entered becomes the Member's Registered address.

## 21. INDEMNITY AND INSURANCE

### 21.1 Indemnity for Directors, the Secretary, the Chief Executive Officer and Employees

Subject to the Law and **clause 21.2**, the Company will indemnify each Director, the Secretary, the Chief Executive Officer and employees to the maximum extent permitted by the Law, against any liability incurred by them by virtue of their holding office as, and acting in the capacity of, a Director, the Secretary, the Chief Executive Officer or employee of the Company, other than:

- a liability owed to the Company or a related body corporate of the Company
- a liability for a pecuniary penalty order under section 1317G of the Law or a compensation order under section 1317H of the Law; or
- a liability owed to a person other than the Company that did not arise out of conduct in good faith.

### 21.2 Indemnity for legal costs

The Company will indemnify each Director, the Secretary, the Chief Executive Officer and employees to the maximum extent permitted by the Law, against any liability for legal costs incurred by them in respect of a Liability incurred by them by virtue of their holding office as, and acting in the capacity of, Director, Secretary or Chief Executive Officer of the Company, other than for legal costs incurred in:

- 21.2.1 defending or resisting proceedings, in which the Director, Secretary, Chief Executive Officer or employee is found to have a liability for which they could not be indemnified under **clause 21.1**.
- 21.2.2 defending or resisting criminal proceedings in which the Director, Secretary, Chief Executive Officer or employee is found guilty.
- 21.2.3 defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established. This **clause 21.2.3** does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order.
- 21.2.4 connection with proceedings for relief to a Director, Secretary, Chief Executive Officer or employee under the Law in which the court denies the relief.

### 21.3 Proceedings

For the purposes of **clauses 21.1 and 21.2**, **proceedings** includes the outcomes of the proceedings and any appeal in relation to the proceedings.

### 21.4 Insurance for the benefit of Directors, the Secretary, the Chief Executive Officer and employees

Subject to the Law, the Company may pay a premium for a contract insuring a person who is or has been a Director, Secretary, Chief Executive Officer or employee of the Company acting in that capacity against:

- costs and expenses in defending any proceedings, whether civil or criminal, whatever their outcome, or

- a liability arising from negligence or other conduct.

#### 21.5 **When insurance may not be provided by the Company**

The Company shall not pay, nor agree to pay, a premium for a contract insuring a person who is or has been a Director, Secretary, Chief Executive Officer or an employee who is also an officer of the Company, against a liability (other than one for legal costs) arising out of:

- conduct involving a wilful breach of duty in relation to the Company; or
- a contravention of section 182 or section 183 of the Law.

#### 21.6 **Definitions for the purposes of clause 21**

In this **clause 21**, except to the extent the context otherwise requires:

**liability** includes any claim, action, suit, proceeding, investigation, inquiry, damage, loss, cost or expense;

**chief executive officer** means a person who is concerned, or takes part in, the management of the Company (regardless of the person's designation and whether or not the person is a director of the Company);

**officer** means:

- a Director or Secretary of the Company
- a person:
  - who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company or
  - who has the capacity to affect significantly the Company's financial standing; or
  - in accordance with whose instructions or wishes the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Board or the Company).

## 22. **BY-LAWS**

### 22.1 **Board to formulate by-laws**

The Board may make, amend, repeal or replace By-Laws which in its opinion are conducive to advancement, management and administration of the Company, attainment of any of the Company's objectives or advancement of the game of golf as it thinks necessary or desirable and are not in conflict with this constitution.

### 22.2 **Interpretation**

The Board may interpret any such By-Laws.



**22.3 Notice to Members**

The Company shall notify Members of the making, amendment to, or repeal of, or replacement of any By-Law, and any interpretation of any By-Law. Each Member must notify its member Affiliated Golf Clubs promptly after receiving such a notice.

**22.4 By-laws binding**

Members are bound by the By-Laws and any amendments.

**23. ALTERATIONS TO THE CONSTITUTION**

23.1 Subject to the Law, this Constitution may be amended, rescinded or added to at an Annual General, Extraordinary General or General Meeting of the Company.

23.2 A Motion to change the Constitution may be made by a Member and must be received by the Secretary no later than the closing date for Motions at a meeting.

23.3 A motion to change this Constitution shall be deemed to be carried if not less than seventy-five (75) percent of the total eligible votes cast are in favour of the motion. A cast vote can only be made by a Delegate in person or by proxy.